

EXHIBIT 1

FILED
10-19-2020
Circuit Court
St. Croix County, WI
2020CV000350
Honorable Scott Needham
Branch 3

STATE OF WISCONSIN CIRCUIT COURT ST. CROIX COUNTY COUNTY

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
6000 American Parkway
Madison, WI 53783

DAVID AND HEATHER DONOVAN
1448 Quail Run
New Richmond WI 54017-2578

Plaintiffs,

Case Code: 30201

v.

TITFLEX CORPORATION
1116 Vaughn Parkway
Portland, TN 37148

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

St. Croix County Clerk of Court
1101 Carmichael Rd, Suite 2402
Hudson, WI 54016

And to the plaintiff's attorney, which is:

Ron Harmeyer Law Office LLC
330 E. Kilbourn Ave., Suite 1070
Milwaukee, WI 53202

You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: October 18, 2020

RON HARMEYER LAW OFFICE LLC
Attorneys for American Family Mutual
Insurance Company and David and
Heather Donovan

electronically signed Ronald W. Harmeyer

By: Ronald W. Harmeyer
State Bar No. 1026579

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COMPLAINT

Plaintiffs American Family Mutual Insurance Company, and David and Heather
Donovan, for their complaint against the above-named defendant, state:

PARTIES

1. Plaintiff American Family Mutual Insurance Company ("American Family") is a domestic company licensed to sell insurance in the State of Wisconsin. Its principal place of business is located at 6000 American Parkway, Madison, Wisconsin.
2. Plaintiffs David and Heather Donovan (collective, "the Donovans") are adult residents of Wisconsin who reside at 1448 Quail Run, New Richmond, Wisconsin.

3. Defendant Titeflex Corporation (“Titeflex”) is a foreign business incorporated under the laws of Connecticut. Its principal place of business is located at 1116 Vaughn Parkway, Portland, Tennessee. Its registered agent for service of process is CT Corporation System, 67 Burnside Avenue, East Hartford, Connecticut.

FACTS

4. Titeflex designed, engineered, manufactured, introduced into the stream of commerce and sold corrugated stainless steel tubing under the brand name Gastite (“the Gastite CSST”).
5. Corrugated stainless steel tubing is sold as a product to be used in the construction of buildings as part of the natural gas or LP gas distribution system within the building. It transmits the gas through the building and to the appliances using the gas as fuel.
6. The Gastite CSST was installed in two houses:
 - a. The first house was owned by Corey and Sara Ashmore and located at 1156 132nd Avenue, New Richmond, Wisconsin.
 - b. The second house was owned by the Donovans and located at 1155 134th Avenue, New Richmond, Wisconsin.

The Ashmores’ house and the Donovans’ houses are neighboring houses.

7. The Gastite CSST was installed in both houses consistent with all instructions and warnings provided with the product. Specifically, in both houses it was properly bonded.
8. On April 17, 2019, a lightning strike occurred near the two houses. As a result, electricity from the lightning transmitted to the two houses and energized the stainless steel metal in the Gastite CSST. In both houses, the electricity arced from the Gastite CSST to adjacent metal. In both houses, the arc caused a hole to melt in the Gastite CSST.

9. In both houses, once the hole had formed in the Gastite CSST, gas escaped and filled the houses. The leaking gas came into contact with an ignition source and ignited. The result was that both houses exploded. The houses and their contents were substantially damaged. The houses were no longer habitable.
10. At the time of the explosion, American Family had issued to the Ashmore and to the Donovans, and there were in full force and effect, policies of insurance that insured the Ashmore and the Donovans against the damages caused by the explosion. As required by, and pursuant to its policies, American Family paid to, or on behalf of, its insureds for the damages caused by the explosion, up to its policy limits and less any applicable deductible, and is subrogated to the rights of its insureds to the extent of its payments.
11. The Donovans incurred damages in excess of their policy limits.

FIRST CAUSE OF ACTION: STRICT PRODUCT LIABILITY

12. Plaintiffs incorporate herein by reference the preceding paragraphs.
13. The Gastite CSST contained a design defect which created a foreseeable risk which could have been avoided by the adoption of a reasonable design alternative. In fact, Titeflex now sells a revised version of Gastite CSST which, according to its web site:

FlashShield® and FlashShield+™ flexible gas piping systems deliver industry leading household fault current and lightning protection. Both products utilize a metallic-shield within their protective jackets to handle hi-voltage risks associated with lightning strikes

14. The design defect in the Gastite CSST manifests itself when it is installed in areas of the country, such as Wisconsin, where lightning strikes are common and foreseeable. The stainless steel wall of the tube is so thin that it melts during the fraction of a second that the

electricity arcs from the CSST to adjacent metal. This is a defect commonly known to manufacturers of corrugated stainless steel tubing, and is the reason Titeflex evolved the Gastite CSST into the FlashShield® and FlashShield+™ flexible gas piping systems.

15. The defective condition of the Gastite CSST rendered it unreasonably dangerous to the Ashmores' and Donovans' houses and property.
16. The defective condition existed at the time the Gastite CSST left the control of Titeflex.
17. The Gastite CSST reached the Ashmores and the Donovans without substantial change in the condition in which it was sold.
18. The defective condition of the Gastite CSST was the cause of the gas leak, explosion and resulting damages.

SECOND CAUSE OF ACTION: NEGLIGENCE

19. Plaintiffs incorporate herein by reference the preceding paragraphs.
20. Titeflex had a duty to use reasonable care when designing and marketing the Gastite CSST.
21. Titeflex breach its duty in the following and other ways:
 - a. It failed to consider whether corrugated stainless steel tubing was an appropriate product to be installed in geographic areas susceptible to lightning strikes (contrary to the considerations it made when designing the FlashShield® and FlashShield+™ flexible gas piping systems).
 - b. It failed to determine what effects a lightning strike would have on Gastite CSST (contrary to the determinations it made when designing the FlashShield® and FlashShield+™ flexible gas piping systems).

- c. It failed to design Gastite CSST to withstand lightning strikes (contrary to how it designed the FlashShield® and FlashShield+™ flexible gas piping systems).
 - d. It failed to warning customers that Gastite CSST was susceptible to failure if a home became energized by a lightning strike (as is common in Wisconsin) and should not be used in such areas.
 - e. Its instructions gave consumers the false impression that so long as the Gastite CSST was properly bonded, it would be able to withstanding the energization and arcing from a lightning strike.
22. Titeflex's brach of its duty was a cause of the gas leak, explosion and resulting damages.

WHEREFORE, plaintiffs demand judgment against the defendant in an amount to be determined, plus prejudgment interest, all taxable costs and fees, and all other just and equitable relief.

Dated: October 18, 2020

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